



Contract #

069074

STATE OF UTAH CONTRACT

1. CONTRACTING PARTIES: This contract is between the following agency of the State of Utah:
Department: Transportation Agency Code: 810 Division: UDOT, referred to as (STATE), and the following CONTRACTOR:

Classic Helicopters	Name
2244 Thunderbird Drive	
	Address
Woods Cross	UT 84087
City	State Zip

LEGAL STATUS OF CONTRACTOR

- ☐ Sole Proprietor
☐ Non-Profit Corporation
☒ For-Profit Corporation
☐ Partnership
☐ Government Agency

Contact Person Orin Kinghorn Phone #801-295-5700 Email skinghorn@classicaviation.net
Federal Tax ID# 870417335 Vendor #11827C B Commodity Code #03550000000

2. GENERAL PURPOSE OF CONTRACT: The general purpose of this contract is to provide:
General Helicopter Services
3. PROCUREMENT: This contract is entered into as a result of the procurement process on RX# 810 66000000026, FY2006, Bid#DR6079 or a pre-approved sole source authorization (from the Division of Purchasing) #: SS_____.
4. CONTRACT PERIOD: Effective date: 1 November 2005 Termination date: 31 October 2006, with Four (4) one year renewal options, unless terminated early or extended in accordance with the terms and conditions of this contract.
5. CONTRACT COSTS: This is a Requirements Contract. See ATTACMENT C: Pricing for costs authorized by this contract.
6. ATTACHMENT A: Division of Purchasing's Standard Terms and Conditions
ATTACHMENT B: Scope of Work
ATTACHMENT C: Pricing
ATTACHMENT D: Special Terms and Conditions
Any conflicts between Attachment A and other Attachments will be resolved in favor of Attachment A.
7. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
- All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
 - Utah State Procurement Code, Procurement Rules, and CONTRACTOR'S response to Bid #DR6079 dated 10/12/05.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

STATE

Contractor's signature

11/10/2005
Date

Agency's signature

8 Nov 05
DateORIN KINGHORN DIRECTOR
Type or Print Name and TitleDirector, Division of Purchasing
**CONTRACT RECEIVED AND
PROCESSED BY
DIVISION OF FINANCE**
Director, Division of FinanceDEC 02 2005
Date
DEC 5 2005Paul Rottmann
Agency Contact Person801-965-4078
Telephone Number801-965-4073
Fax Numberprottmann@utah.gov
Email

(Revision 09/30/2003)

DRP

ATTACHMENT A: STATE OF UTAH STANDARD TERMS AND CONDITIONS

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the State to purchase certain specified services, and other approved purchases for the State.
2. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** Any and all supplies, services and equipment furnished will comply fully with all applicable Federal and State laws and regulations.
4. **RECORDS ADMINISTRATION:** The Contractor shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. These records shall be retained by the Contractor for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The Contractor agrees to allow State and Federal auditors, and State Agency Staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
5. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, Utah Code Annotated, 1953, as amended.
6. **CONTRACTOR, AN INDEPENDENT CONTRACTOR:** The Contractor shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the State to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the State, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the Contractor by the State. The Contractor shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the State for these contract services. Persons employed by the State and acting under the direction of the State shall not be deemed to be employees or agents of the Contractor.
7. **INDEMNITY CLAUSE:** The Contractor agrees to indemnify, save harmless, and release the State OF UTAH, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the negligence of the Contractor's officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.
8. **EQUAL OPPORTUNITY CLAUSE:** The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Contractor agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.
9. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
10. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the same persons or by persons holding the same position as persons who signed the original agreement on behalf of the parties hereto, and attached to the original signed copy of the contract.
11. **DEBARMENT:** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the State. The Contractor must notify the State Director of Purchasing within 30 days if debarred by any governmental entity during the Contract period.
12. **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 90 days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
13. **NONAPPROPRIATION OF FUNDS:** The Contractor acknowledges that the State cannot contract for the payment of funds not yet appropriated by the Utah State Legislature. If funding to the State is reduced due to an order by the Legislature or the Governor, or is required by State law, or if federal funding (when applicable) is not provided, the State may terminate this contract or proportionately reduce the services and purchase obligations and the amount due from the State upon 30 days written notice. In the case that funds are not appropriated or are reduced, the State will reimburse Contractor for products delivered or services performed through the date of cancellation or reduction, and the State will not be liable for any future commitments, penalties, or liquidated damages.
14. **SALES TAX EXEMPTION:** The State of Utah's sales and use tax exemption number is E33399. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract.
15. **WARRANTY:** The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable

for any special purposes that the State has relied on the contractor's skill or judgment to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

16. **PUBLIC INFORMATION:** Contractor agrees that the contract will be a public document, and may be available for distribution. Contractor gives the State express permission to make copies of the contract and/or of the response to the solicitation in accordance with the State of Utah Government Records Access and Management Act. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.
17. **DELIVERY:** Unless otherwise specified in this contract, all deliveries will be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State except as to latent defects, fraud and Contractor's warranty obligations.
18. **ORDERING AND INVOICING:** All orders will be shipped promptly in accordance with the delivery schedule. The Contractor will promptly submit invoices (within 30 days of shipment or delivery of services) to the State. The State contract number and/or the agency purchase order number shall be listed on all invoices, freight tickets, and correspondence relating to the contract order. The prices paid by the State will be those prices listed in the contract. The State has the right to adjust or return any invoice reflecting incorrect pricing.
19. **PAYMENT:** Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. All payments to the Contractor will be remitted by mail unless paid by the State of Utah's Purchasing Card (major credit card).
20. **PATENTS, COPYRIGHTS, ETC.:** The Contractor will release, indemnify and hold the State, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this contract.
21. **ASSIGNMENT/SUBCONTRACT:** Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the State.
22. **DEFAULT AND REMEDIES:** Any of the following events will constitute cause for the State to declare Contractor in default of the contract:
1. Nonperformance of contractual requirements; 2. A material breach of any term or condition of this contract. The State will issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains, after Contractor has been provided the opportunity to cure, the State may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this contract and any related contracts or portions thereof; 3. Impose liquidated damages, if liquidated damages are listed in the contract; 4. Suspend Contractor from receiving future solicitations.
23. **FORCE MAJEURE:** Neither party to this contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The State may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.
24. **PROCUREMENT ETHICS:** The Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan or reward, or any promise thereof to any person acting as a procurement officer on behalf of the State, or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization (63-56-1002, Utah Code Annotated, 1953, as amended).
25. **CONFLICT OF TERMS:** Contractor Terms and Conditions that apply must be in writing and attached to the contract. No other Terms and Conditions will apply to this contract including terms listed or referenced on a Contractor's website, terms listed in a Contractor quotation/sales order, etc. In the event of any conflict in the contract terms and conditions, the order of precedence shall be: 1. State Standard Terms and Conditions; 2. State Additional Terms and Conditions; 3. Contractor Terms and Conditions.

(Revision date: July 5, 2005)

ATTACHMENT B: HELICOPTER SERVICES, DESCRIPTION OF WORK

I. PURPOSE

The purpose of this contract is to provide general helicopter services for the Utah Department of Transportation (UDOT).

II. SCOPE OF WORK

The helicopter services required by UDOT include transporting state personnel, equipment, private consultants, observers and other officials. It may also include carrying equipment from one location to another. Significant stand-by time may be required for one (1) or more helicopters.

Year-round availability for UDOT general services is required. Stand-by time is a period of time in which the state will pay a fee for an aircraft and pilot to be available for only the State's use. The geographic service area within the state for UDOT operations will include northern Utah from Spanish Fork north to the Utah-Idaho border. The majority of the work to be performed will be in Salt Lake, Utah, Summit and Wasatch counties in mountainous terrain.

III. SPECIFIC REQUIREMENTS

- A. The helicopter, its fuel, service, support crew, transportation and all other costs shall be provided by the Contractor. The pilot shall act as the Contractor's representative in matters involving immediate flight safety. Safety matters affecting performance of the work shall be coordinated between the State Representative, the Contractor and the pilot.
- B. Pilots shall have at least a FAA Commercial pilot certificate with rotorcraft-helicopter rating. Pilots shall hold at least a second class medical certificate issued under provisions of 14 CFR 67. Pilots shall have accumulated the minimum pilot-in-command (PIC) flight time as follows:
 - 3,000 hours in helicopters.
 - 100 hours in helicopters in the past 12 months.
 - 100 hours in weight class of helicopter offered.
 - 100 hours in turbine engine helicopters.
 - 100 hours in make and model of helicopter offered. Pilot flight hour requirements in make and model may be reduced 50 percent if pilot shows evidence of satisfactorily completing the manufacturer's approved ground school and flight check in make, model and series of the helicopter used in this contract.
 - 10 hours in make, model, and series of helicopter offered in the past 12 months.
 - 10 hours in any helicopter in the past 60 days.

- 50 hours in typical terrain in the make and model helicopter offered. Defined as “terrain” where the aircraft will operate during the contract that has the same features, to include density and remoteness. 600 hours total mountain flying time. Defined as experience in maneuvering a helicopter at pressure altitudes of over 7,000 feet to include numerous takeoff and landings, sling loads, hovering, flying in adverse weather conditions and situations indicative of difficult mountainous terrain.
- Current and proficient in FAR Parts 91 and 135 as required.
- Current under Part 133 “Rotorcraft External Load Operations.”

C. Helicopters and Support Equipment

The helicopter shall be capable of hovering and maneuvering at altitudes up to 11,500 feet and be designed to carry at least 4 passengers. The aircraft must continuously meet and/or comply with current FAA standards and regulations for airworthiness and any other requirements from any governing body. Must hold enough fuel to sustain flight on a standard day at sea level for a period of not less than two (2) hours. A fuel truck may be utilized to refuel the aircraft when flight time per fuel-load becomes unsafe for the mission's requirements.

Provide service equipment for the helicopter that:

- Will have an accepted means of filtering fuel before it is pumped into the helicopter.
- Each fuel tank on any fuel vehicle assigned will have a fuel drain valve on the lowest part of the tank.
- Each fuel tank outlet or suction pipe going to the fuel pump will not be closer than one inch from the lowest part of the tank.
- The fuel vehicle will have a bonding cable for bonding the fuel to the aircraft during refueling operations.
- The fuel vehicle will have a 5 pound or larger fire extinguisher or the appropriate type readily available to the operator.

D. Contractor Responsibilities

The details of the number of passengers and weight and size of equipment will be determined at the time of each order for service. It will be the responsibility of the Contractor to determine the safe operating limits of the pilot and the aircraft. If more than one aircraft or multiple sorties are required, the Contractor must communicate these requirements to the ordering official as soon as they become known.

IV. QUALIFICATIONS

Contractor must maintain a proper business license to provide helicopter services and shall maintain a current Federal Aviation Administration (FAA) Air Carrier or Operating Certificate. The Contractor represents and warrants that it is authorized pursuant to the licenses issued to provide helicopter services as described in this contract to and from all points and places in Utah.

HELICOPTER SERVICES, ATTACHMENT C: PRICING

1. Hourly rates per aircraft model; standby rates include pilot and aircraft.

Helicopter Model	# of Passengers	Ferry Time ** \$ / hr.	Flight Cost/hr.	Overnight Per Diem *	Standby Rate/Hr	Fuel Truck Per day + per mile
350B-3	5	\$1,380.00	\$1,380.00	\$120.00	\$250.00	\$300.00 /day + \$1.35 / mile
350B-2	5	\$1,130.00	\$1,130.00	\$120.00	\$250.00	\$300.00 /day + \$1.35 / mile
206L-4	6	\$1,090.00	\$1,090.00	\$120.00	\$250.00	\$300.00 /day + \$1.35 / mile
206L-3	6	\$980.00	\$980.00	\$120.00	\$250.00	\$300.00 /day + \$1.35 / mile
315B	4	\$1,400.00	\$1,400.00	\$120.00	\$250.00	\$300.00 /day + \$1.35 / mile

* Per Diem, per person per day is only authorized by the State Representative and shall be expressed as dollars per hour or cost per day whichever is less.

** Ferry Time is only paid from the Contractor's home base of operations to the UDOT passenger pickup location.

2. A fuel surcharge applies when fuel cost exceeds \$3.80 per gallon. The surcharge shall equal (the documented fuel cost - \$3.80).
3. A hazardous material fee of \$300.00 will be charged per day. Projects for more than one day may not require additional hazmat charges if the project days run concurrently.

ATTACHMENT D: SPECIAL TERMS AND CONDITIONS

1. CONTRACT ACCEPTANCE

At the time the bid is signed by the Contractor, the signature of the Contractor will be used as a legally binding signature if awarded a contract. The State may award one or more contracts to qualified Contractors.

2. CONTRACT INCLUSION

The bid document, its terms and conditions as well as any counter offers which are accepted/acceptable to STATE, shall be incorporated into, and by reference, become a part of this contract as though set forth in full herein.

3. QUANTITY OR AMOUNT ESTIMATES

STATE does not guarantee to purchase any amount under this contract. Estimated amounts are for bidding purposes only and are not to be construed as a guarantee to purchase any amount. Estimated annual amount is forty (40) hours.

4. PRICING

The Contractor agrees that the prices bid on materials/services in this contract shall be guaranteed for one (1) year.

Any change request on prices must guarantee the requested price for one year, and must be made at least thirty (30) days prior to the requested effective date. Any such request must include sufficient documentation supporting the request. Requests for change on any pricing in this contract shall not be effective until it is approved in writing by STATE.

The prices paid by the State for UDOT required services will be those prices listed in the Schedule of Rates and Charges and any referenced documents attached to this agreement on file with the Division of Purchasing.

5. INVOICING

THE CONTRACT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, PACKAGES AND ALL CORRESPONDENCE.

The State reserves the right to adjust incorrect invoices.

The Contractor shall submit invoices to:
The ordering division of the
Utah Department of Transportation

The State will remit payment by mail.

6. NON-COMPETE CLAUSE

The Contractor represents its officers and employees are free to contract with the State and are not subject to restrictions by the terms of their present employment including, but not limited to an agreement not to compete for a period of time unless disclosure has been made. A Contractor must disclose to the State any possible conflict, in writing, before the contract is signed and the State will evaluate whether to continue with contract execution. The State may elect to terminate a contract immediately with a Contractor who is subsequently determined to be subject to such restrictions without liability to the State. If the State elects to terminate a contract for this reason, the State will supersede paragraph #12 in Attachment A - Standard Terms and Conditions and will not provide 90 day prior notice to the Contractor.

ATTACHMENT D: SPECIAL TERMS AND CONDITIONS

7. INSURANCE

- A. Prior to performing any helicopter services under contract, Contractor shall furnish the State certificates from insurance companies satisfactory to the State evidencing the Contractor is covered by insurance of the kinds set forth below. Each policy shall contain a provision that no cancellation or material change shall be made without at least thirty (30) days prior written notice to the State. Without limiting the generality of the foregoing, such insurance will fully insure the Contractor against Contractor liability and all liability assumed.
- B. Policy Coverage and Limits
 - a. Commercial General Liability: Minimum \$1 million dollar combined single limit. Coverage for bodily injury and property damage.
 - b. Workers Compensation and Employer's Liability Insurance: The Contractor shall provide a certificate indicating that the Contractor has provided for all occupational injury obligation to its own employees and subcontractors imposed by the State in which services are provided.
 - c. Business Automobile Liability: Minimum \$1 million dollars combined single limit covering bodily injury property damage arising out of the operations, maintenance, or use of automobiles including owned, non-owned, leased, hired or borrowed autos by employees of Contractor.
 - d. All liability policies designated shall name the State of Utah as both the Certificate holder and additional insured.

8. DELIVERY

Delivery of services shall be as needed by the State

9. AUTHORIZATION TO USE SERVICES

The use of the helicopter services shall be authorized and requested only by the respective State Representative from the using division.

10. ENTIRE AGREEMENT

This contract and its pricing schedules constitute the complete agreement and understanding between the State and Contractor.